

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

Residential Pay As You Save® Program

PURPOSE

The objective of the Pay As You Save® Program (Program) is to promote the installation of energy efficient Measures and increase deeper, long-term energy savings and bill reduction opportunities for Participants through a tariffed on bill charge tied to the meter.

DEFINITIONS APPLICABLE TO RESIDENTIAL PAY AS YOU SAVE® PROGRAM ONLY

Analysis - Initial Program visit, walk through and report, Tier 1 upgrades, and customer education.

Assessment - Detailed home performance data collection, analysis of qualifying upgrades, and preparation and one-on-one presentation of Program offer.

Efficiency Upgrade Agreement - Agreement signed by Participants (who own the property) defining customer benefits and obligations, including Service Charges and duration of payments.

Energy Efficiency Plan (Plan) - Prepared by Program Administrator to identify recommended upgrades.

Estimated Life - The expected duration in years of the savings for each individual measure.

Measure - The replacement of less efficient natural gas equipment with high efficient ENERGY STAR® Qualified natural gas equipment and other high efficiency equipment and building shell measures.

Participant - An energy-related decision maker who implements one or more end-use Measures as a direct result of a demand-side program.

Program Administrator - The Company or entity selected by the Company to provide program design, promotion, administration, implementation, and delivery of services.

Program Partner - A retailer, distributor, or other service provider that the Company or the Program Administrator has approved to provide specific program services through execution of a Company-approved service agreement.

Property Notice - Attached by the Program to property records outlining benefits and obligations associated with the upgrades. In jurisdictions in which the Program cannot attach a Property Notice to property records, and in any case where a subsequent tenant is executing a rental agreement, Property Notice form must be signed by successor customer or purchaser indicating they accept benefits and obligations associated with the upgrades at the location before the sale or rental of the property.

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ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri
Name of Officer Title Address

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Residential Pay As You Save® Program (Cont'd.)

DEFINITIONS APPLICABLE TO RESIDENTIAL PAY AS YOU SAVE® PROGRAM ONLY (Cont'd.)

Owners Agreement - A separate required document indicating the owner's obligations (if Participant is not the building owner).

Project - Scope of work determined by the Program based on home characteristics, program data collection, and analysis.

Qualifying Project - Project scope of work meeting Program criteria (Project cost, including Program Partner pricing, Program fees, and interest, is equal to or less than 80% of the estimated post upgrade cost savings from all major fuel sources, over 80% of the upgrade Estimated Life).

Service Charge - Monthly charge assigned to the premises recovering Program costs for upgrades, fees, any required taxes, cost of capital for financing of three percent (3%), or costs for customer-caused repairs as described in section 4.

AVAILABILITY

The Program is available to qualifying customers receiving service under the Residential Service Rate up to the financed amounts.

In order to qualify as a Participant, customers must either own the building or the building owner must sign an Owner Agreement agreeing to not remove or damage the upgrades, to maintain them, and to provide Property Notice of the benefits and obligations associated with the upgrades at the location to the next owner or customer before the sale or rental of the property.

Projects that address upgrades to existing buildings deemed unlikely to be habitable or to serve their intended purpose for the duration of Company's cost recovery will not be approved unless repairs are made by the building owner that will extend the life through the Company's cost recovery period. If a building is a manufactured home, it must be built on a permanent foundation and fabricated after 1982 to be eligible.

PROGRAM DESCRIPTION

The Company will hire a Program Administrator to implement this Program. The Program Administrator will provide the necessary services to effectively implement the Program.

1. Participation: To become a Participant in the Program, a customer must: 1) request from the Company an analysis of qualifying upgrades, 2) sign the Efficiency Upgrade Agreement and implement any Qualifying Project that does not require an upfront payment from the Participant as described in section 2(c).

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Residential Pay As You Save® Program (Cont'd.)

PROGRAM DESCRIPTION (Cont'd.)

1. Participation: (Cont'd.)
 - a. The owner must agree to have a Property Notice attached to their property records through either i) Owners Agreement if the Participant is not the owner or ii) as part of the Efficiency Upgrade Agreement if the Participant is the owner.
 - b. Failure to obtain the signature on the Property Notice form, of a successor customer who is renting the premises or a purchaser, indicating that the successor customer received Property Notice will constitute the owner's acceptance of consequential damages and permission for a tenant or purchaser to break their lease or sales agreement without penalty.
 - c. The customer authorizes the use of energy usage history (from the utility or utilities of all major fuel sources) by the Program Administrator in order to true up its energy analysis and determine qualifying recommendations.
2. Energy Efficiency Plans: The Company will have its Program Administrator or Program Partner perform an assessment and prepare a Plan identifying recommended upgrades to improve energy efficiency and lower energy costs.
 - a. **Net savings:** Recommended upgrades shall be limited to those where the annual Service Charge, including program fees and applicable charges for capital, are no greater than 80% of the estimated annual savings to a participating customer based on current retail rates for all major fuel sources, including electric and propane savings as well as natural gas.
 - b. In cases of co-delivery, program administration costs and financed project costs will be allocated to the natural gas and electric budgets, respectively.
 - c. **Copay option:** In order to qualify a Project that does not meet the criteria for a Qualifying Project, customers may agree to pay the portion of a Project's cost that prevents it from qualifying for the Program as an up-front payment to the Program Partner. Company will assume no responsibility for such up-front payments to the Program Partner.
3. Analysis fee: The Company will not recover Analysis fee costs from participants through a Service Charge. Analysis fee costs will be treated as Program Administrative costs.

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Residential Pay As You Save® Program (Cont'd.)

PROGRAM DESCRIPTION (Cont'd.)

4. Service Charge: The Company will recover the costs for its investments including any fees as allowed in this tariff through a monthly Service Charge assigned to the premises where upgrades are installed and paid by the current Participant or any future successor occupying that location until all Company costs have been recovered. The Service Charge will also be set for a duration not to exceed the greater of i) the length of a full parts and labor warranty or ii) 80 percent (80%) of the estimated life of the upgrades, and in no case longer than twelve years, except in cases discussed in section 4. The Service Charge and duration of payments will be included in the Efficiency Upgrade Agreement.
 - a. **Cost Recovery:** No sooner than 45 days after approval by the Company or its Program Administrator, the Participant shall be billed the monthly Service Charge as determined by the Program. The Company will bill and collect the Service Charge until cost recovery is complete except in cases discussed in section 4. Prepayment of Service Charges will not be permitted.
 - b. **Eligible Upgrades:** All upgrades must have Energy Star certification, if applicable.
 - c. **Ownership of Upgrades:** During the period of time when the Service Charge is billed to customers at locations where upgrades have been installed, the Company will retain ownership of the installed upgrades. Upon completion of the cost recovery, ownership will be transferred to the building owner.
 - d. **Maintenance of Upgrades:** Participating customers and building owners (if the customer is not the building owner) shall keep the installed upgrades in place, in working order, and maintained per manufacturer's instructions for the duration of the cost recovery. Participating customers shall report the failure of the installed upgrades to the Program Administrator or Company as soon as possible. If an upgrade fails, the Company is responsible for determining its cause and for repairing the equipment in a timely manner. If the owner, customer, or occupants caused the damage to the installed upgrades, they will reimburse the Company as described in section 4.
 - e. **Termination of Service Charge:** Once the Company's cost recovery is complete, Company will discontinue the Service Charge, except as described in section 4(g).

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PROGRAM DESCRIPTION (Cont'd.)

4. Service Charge: (Cont'd.)

- f. **Vacancy:** If a location at which upgrades have been installed becomes vacant for any reason and gas service is disconnected, the Service Charge will be suspended until a successor customer takes occupancy. If a building owner maintains gas service at the location, the building owner will be billed the Service Charge as part of any charges it incurs while gas service is turned on.
- g. **Extension of Program Charge:** If the monthly Service Charge is reduced or suspended for any reason, once repairs have been successfully effected or service reconnected, the number of total monthly payments shall be extended until the total collected through the Service Charge is equal to the Company's cost for installation as described in section 4, including costs associated with repairs, deferred payments, and missed payments as long as the current occupant is still benefiting from the upgrades.
- h. **Tied to the Location:** Until cost recovery for upgrades at a location is complete or the upgrades fail as described in section 4(d), the terms of this tariff shall be binding on the metered structure or facility and any future customer who shall receive service at that location.
- i. **Disconnection for Non-Payment:** As a charge paid in furtherance of an approved energy efficiency program, the Company may disconnect the metered structure for non-payment of the Service Charge under the same provisions as for any other gas service.
- j. **Confirm Savings Actually Exceeded Tariffed-Charge:** Program Administrator will perform an annual analysis to evaluate weather-normalized 12-month post-upgrade Project cost savings and confirm that the Service Charge remains lower than estimated Project cost savings. In the event that analysis indicates that the Service Charge exceeds the estimated Project cost savings due to inaccurate saving estimates, the Service Charge may be reduced or eliminated to the extent needed in order for the Participant to realize Project savings.
- k. **Repairs:** Should, at any future time during the billing of the Service Charge, the Company determine that the installed upgrades are no longer functioning as intended and that the occupant or building owner, as applicable, did not damage or fail to maintain the installed upgrades, the Company shall reduce or suspend the Service Charge until such time as the Company and/or its Program Partner can repair the upgrades. If the upgrades cannot be repaired or replaced cost

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PROGRAM DESCRIPTION (Cont'd.)

4. Service Charge: (Cont'd.)

k. **Repairs:** (Cont'd.) effectively, the Company will waive remaining Service Charges. If the Company determines the occupant or building owner, as applicable, did damage or fail to maintain the upgrades in place as described in section 4(d), it will seek to recover all costs associated with the installation, including any fees, incentives paid to lower Project costs, and legal fees. The Service Charge will continue until Company's cost recovery is complete as long as the upgrades continue to function. Company will not guarantee perfect operation of installed upgrades in every circumstance, and any suspension or waiver of unbilled Service Charges shall not entitle the Participant or owner to any refund or cancellation of previously billed Service Charges.

ELIGIBLE MEASURES AND INCENTIVES

A description of Eligible Measures and Incentives directly paid to customers may be found at AmerenMissouri.com/naturalgas.

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